

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**ZEIGLER NORTH RIVERSIDE, LLC D/B/A
ZEIGLER FORD OF NORTH RIVERSIDE**

and

**ZEIGLER LINCOLNWOOD, LLC D/B/A
ZEIGLER BUICK GMC OF LINCOLNWOOD &
CADILLAC OF LINCOLNWOOD ¹**

**Cases 13-CA-255786
13-CA-255789
13-CA-255791**

and

**TEAMSTERS LOCAL 731, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, AFL-CIO**

DECISION AND ORDER

Statement of the Cases

On July 15, 2020, Zeigler North Riverside, LLC d/b/a Zeigler Ford of North Riverside (Respondent North Riverside) and Zeigler Lincolnwood, LLC d/b/a Zeigler Buick GMC of Lincolnwood & Cadillac of Lincolnwood (Respondent Lincolnwood) (collectively the Respondents), Teamsters Local 731, International Brotherhood of Teamsters, AFL-CIO (the Union); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

¹ We have corrected errors in the Respondents' names in the caption and elsewhere in the pleadings.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondents' businesses

At all material times, the Respondent Lincolnwood has been a corporation with an office and place of business in Lincolnwood, Illinois, Respondent Lincolnwood's facility, and has been engaged in the retail sale and service of new and pre-owned automobiles.

In conducting its operations. during the 12-month period ending December 31, 2019, Respondent Lincolnwood derived gross revenues in excess of \$500,000 and during the same period of time, purchased and received goods and materials valued in excess of \$5,000 directly from points outside of the State of Illinois.

About February 2018, Respondent Lincolnwood purchased the business of Grossinger Auto Group (Grossinger), and since then has continued to operate the business of Grossinger in basically unchanged form and has employed as a majority of its employees, individuals who were previously employees of Grossinger.

Based on its operations described above, Respondent Lincolnwood has continued as the employing entity and is a successor to Grossinger.

Respondent Lincolnwood is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the National Labor Relations Act (the Act).

At all material times, Respondent North Riverside has been a corporation with an office and place of business in North Riverside, Illinois, Respondent North Riverside's facility, and has been engaged in the retail sale and service of new and pre-owned automobiles.

In conducting its operations during the 12-month period ending December 31, 2019, Respondent North Riverside derived gross revenues in excess of \$500,000 and during the same period of time, purchased and received goods and materials valued in excess of \$5,000 directly from points outside of the State of Illinois.

About June 2018, Respondent North Riverside purchased the business of McCarthy Ford (McCarthy), and since then has continued to operate the business of McCarthy in basically unchanged form, and has employed as a majority of its employees, individuals who were previously employees of McCarthy.

Based on its operations described, Respondent North Riverside has continued as the employing entity and is a successor to McCarthy.

At all material times, Respondent North Riverside has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

Teamsters Local 731, International Brotherhood of Teamsters, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondents, Zeigler Lincolnwood, LLC d/b/a Zeigler Buick GMC of Lincolnwood & Cadillac of Lincolnwood, Lincolnwood, Illinois, and Zeigler North Riverside, LLC d/b/a Zeigler Ford of North Riverside, North Riverside, Illinois, their officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Telling employees that the Respondents are nonunion or that employees are paying the union for nothing, or making statements that suggest that employees' union activities are futile.

(b) Soliciting employees to revoke their authorizations for the checkoff of union dues from their wages.

(c) Failing to furnish the Union with the relevant requested information, or in any like or related manner refusing to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the units at Respondents' Lincolnwood and North Riverside, Illinois facilities.

(d) In any like or related manner interfering with employees' rights under Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

(a) Provide the Union with the information it requested on December 19, 2019, including:

1. State the reason for the May 2018 layoff and provide all documents the Company considered in making the layoff decision.
2. List each employee who was laid off in May 2018. For each employee on the list, provide their seniority date, their monthly salary, their department and their classification.

3. List the part-time employees who worked at the Company at the time of the layoff. For each employee state their seniority date, their department and their classification.
4. State whether the Company has had any vacancies in the 731-bargaining unit since May 2018. For each vacancy, state the department and classification.
5. List all employees hired by the Company in the Local 731-bargaining unit since May 2018. For [] individual hired, state their department and classification.
6. State whether Zeigler ever contacted the employees laid off in May 2018 and recalled them to work. If so, state the date of the contact and the response of the employee.
7. Provide any Company documents which contain the notice given to Local 731 of the layoff.
8. A list of all current employees that Zeigler believes are in the bargaining unit at both dealerships.
9. The salary history of Joseph Petrov and Ken Richards from the beginning of their employment at Lincolnwood.
10. Any individual employment agreements between either dealership and their employees, including the employment agreements that Zeigler has with the parts department employees at North Riverside. This request also includes any employment agreements with Charlene Kelly, Ken Richards or Joe Petrov at Lincolnwood and the individual employment agreements with Roger Clabough and Anthony Kees prior to the end of their employment at Lincolnwood. The contents of these agreements will assist the Union in identifying fruitful areas of bargaining over the issues of wages, bonuses and insurance.
11. The job title and wage and salary history of each employee at the two dealerships since August 30, 2019.
12. Any documents which set forth the terms and conditions of the Company's "Final Offer" and any other documents which describe or set forth the current wages, hours and terms and conditions of Zeigler employees in the two bargaining units.

13. Please state whether Zeigler is currently withholding union dues for the bargaining unit employees at each location.

(b) Within 14 days after service by the Region, post copies of the attached notice marked as Appendix A at the Respondents' facilities in Lincolnwood and North Riverside, Illinois. Copies of the notice, on forms provided by Region 13, after being signed by the Respondents' authorized representatives, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondents will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C., September 18, 2020.

John F. Ring, Chairman

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING
FOR A BOARD ORDER AND A CONSENT JUDGMENT
OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT fail and refuse, or unreasonably delay in providing Teamsters Local 731, International Brotherhood of Teamsters, AFL-CIO with the requested information that is relevant and necessary to its role as the exclusive collective bargaining representative of the employees in the unit specified below.

All full-time and regular part-time Service Department employees including full-time parts counter employees, stock room employees, stock room attendant, drivers, utility, and garage attendant employees.

WE WILL NOT tell you that we are not union or that you are paying the Union for nothing, or make statements that suggest your union activities are futile.

WE WILL NOT solicit our employees to revoke their authorizations for the checkoff of union dues from their wages.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the National Labor Relations Act.

WE WILL provide the Union with the information it requested December 19, 2019 including:

1. State the reason for the May 2018 layoff and provide all documents the Company considered in making the layoff decision.

2. List each employee who was laid off in May 2018. For each employee on the list, provide their seniority date, their monthly salary, their department and their classification.
3. List the part-time employees who worked at the Company at the time of the layoff. For each employee state their seniority date, their department and their classification.
4. State whether the Company has had any vacancies in the 731-bargaining unit since May 2018. For each vacancy, state the department and classification.
5. List all employees hired by the Company in the Local 731-bargaining unit since May 2018. For [] individual hired, state their department and classification.
6. State whether Zeigler ever contacted the employees laid off in May 2018 and recalled them to work. If so, state the date of the contact and the response of the employee.
7. Provide any Company documents which contain the notice given to Local 731 of the layoff.
8. A list of all current employees that Zeigler believes are in the bargaining unit at both dealerships.
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11. The job title and wage and salary history of each employee at the two dealerships since August 30, 2019.
12. Any documents which set forth the terms and conditions of the Company's "Final Offer" and any other documents which describe or set forth the current wages, hours and terms and conditions of Zeigler employees in the two bargaining units.

13. Please state whether Zeigler is currently withholding union dues for the bargaining unit employees at each location.

**ZEIGLER NORTH RIVERSIDE, LLC D/B/A
ZEIGLER FORD OF NORTH RIVERSIDE**

and

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ZEIGLER BUICK GMC OF LINCOLNWOOD &
CADILLAC OF LINCOLNWOOD**

The Board's decision can be found at www.nlr.gov/case/13-CA-255786 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

